### CONTRACT

# State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA

Vendor ID 0000001920 Swish Kenco Ltd PO Box 304 Barre VT 05641 USA

Contract ID		Page
000000000000000000010431		1 of 2
Contract Dates		Origin
09/25/2006 to 09	9/30/2009	CPŠ
Description:		Contract Maximum
CPS-ICE MELT FOR WALKWAYS		\$999,999.00
Buyer Name	Buyer Phone	Contract Status
Sellears.Stuart	828-2217	Approved

Phone #: 802-479-1002

	1 110110 1/1 002 110 1002						
Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt	
1	8677	ICE MELT: FOR SIDEWALK DE-ICING. A BLEND, GRANULAR SHAPE, BLUE COLOR. EFFECTIVE TO -8 DEGREE F. APPLICATION RATE RECOMMENDED AT 1 TO 5 LBS PER 500 SQUARE FEET. 50 LB. PLASTIC LINED BOX.	BG	0.01000	0.00	0.00	

CP INDUSTRIES PREMIER PRO-TEC PLUS ICE MELTER: 50 LB. PLASTIC-LINED CORRUGATED BOX-

1 TO 9 BOXES - \$12.65 EACH

10 TO 19 BOXES - \$12.15 EA.

20 TO 39 BOXES - \$11.70 EA.

40 BOXES OR ONE PALLET - \$11.25 EA.

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO-YEAR TERM, WITH THE OPTION FOR TWO ONE-YEAR EXTENSIONS AT MUTUALLY AGREEABLE PRICES, TERMS AND CONDITIONS.

MATERIAL SAFETY DATA SHEET (MSDS) MUST ACCOMPANY PRODUCT DELIVERY.

ORDERING:

PHONE - (802) 479-1001

ATTACHMENT: PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 06/02/2006 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VT AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

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Phone #: 802-479-1002

Line # Item ID Item Desc UOM Price Qty Amt
POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME

PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

Customer Satisfaction Survey: To help us understand how we can better serve you, we are interested in receiving your comments regarding the quality of service you received in you most recent interaction with the Department of Buildings & General Services (BGS). Please complete the on-line Customer Comment Form at http://www.bgs.state.vt.us/forms/bgs\_surveys/index.php?type=customer&action=customer

AMENDMENT #1 (SEPTEMBER) FOR A ONE YEAR TERM TO SEPTEMBER 30, 2009 WITH A 1 TO 2 % PRICE INCREASE ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

#### WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email: